



**TIFFANY & BOSCO**  
P.A.

Dated: October 08, 2010

**2525 EAST CAMELBACK ROAD**

**SUITE 300**

**PHOENIX, ARIZONA 85016**

**TELEPHONE: (602) 255-6000**

**FACSIMILE: (602) 255-0192**

A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

**GEORGE B. NIELSEN, JR**  
**U.S. Bankruptcy Judge**

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-21673

**IN THE UNITED STATES BANKRUPTCY COURT**

**FOR THE DISTRICT OF ARIZONA**

IN RE:

Donald Mont Bubeck and Shirley Faye Bubeck  
Debtors.

Wells Fargo Bank N.A. successor by merger to  
Wells Fargo Home Mortgage, Inc.

Movant,

vs.

Donald Mont Bubeck and Shirley Faye Bubeck,  
Debtors, Constantino Flores, Trustee.

Respondents.

No. 2:10-BK-24194-GBN

Chapter 7

ORDER

(Related to Docket #10)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated October 18, 2008 and recorded in the office of the  
3 County Recorder wherein Wells Fargo Bank N.A. successor by merger to Wells Fargo Home Mortgage,  
4 Inc. is the current beneficiary and Donald Mont Bubeck and Shirley Faye Bubeck have an interest in,  
5 further described as:

6 Lot 27 of New Bell Park, according to the plat recorded in Book 96 of Maps, page 23, records  
7 of Maricopa County, Arizona.  
8 Being more fully described at inst 99-0639489 dated 0510111999 recorded 07/06/1999 in  
9 Maricopa County Records.

10 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written  
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
13 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
14 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
16 to which the Debtor may convert.  
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